

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
TACOMA

BRAD ERHART,

Plaintiff,

v.

TRINET HR XI, INC., SWITCHBOARD

TECHNOLOGY LABS, INC. AND

HARTFORD LIFE AND ACCIDENT

INSURANCE COMPANY, INC.,

Defendants.

No. 3:23-cv-5882-SKV

COMPLAINT FOR A CIVIL CASE

JURY DEMAND

**I. THE PARTIES TO THIS COMPLAINT**

A. Plaintiff

1. Brad Erhart

300 SE 184th Ave Apt 101

Vancouver, WA 98683

1 B. Defendants

2 1. TriNet HR XI, Inc.

3 1 Park Pl Ste 600

4 Dublin, CA 94568-7983

5 2. Switchboard Technology Labs, Inc.

6 801 Brickell Ave Ste 800

7 Miami, FL 33131-2978

8 3. Hartford Life and Accident Insurance Company, Inc.

9 1 Hartford Plz

10 Hartford, CT 06115-1701

11 C. Place of Employment

12 The Plaintiff sought and secured employment remotely, and his location of work was  
13 his residential address in the State of Washington.

14 **II. BASIS FOR JURISDICTION**

15 A. Federal Question

16 1. This action arises under the Americans with Disabilities Act, 42 U.S.C. §  
17 12101 et seq., the Employee Retirement Income Security Act, 29 U.S.C. §  
18 1001 et seq., and Federal common law.

19 B. Diversity of Citizenship

20 1. The Plaintiff

21 a. The plaintiff, Brad Erhart, is and at relevant times was a citizen of the  
22 State of Washington.

2. The Defendants

- a. The defendant, TriNet HR XI, Inc., is incorporated under the laws of the State of Delaware, and has its principal place of business in the State of California.
- b. The defendant, Switchboard Technology Labs, Inc., is incorporated under the laws of the State of Delaware, and has its principal place of business in the State of Florida.
- c. The defendant, Hartford Life and Accident Insurance Company, Inc., is incorporated under the laws of the State of Connecticut, and has its principal place of business in the State of Connecticut.

3. Complete diversity exists between Plaintiff and Defendants under 28 U.S.C. § 1332. Plaintiff plausibly alleges the amount in controversy exceeds \$75,000 based on the combined relief sought across multiple claims concerning his employment, benefits, discrimination allegations, and Defendants' duties and alleged misconduct, such as:

- Plaintiff's claims against Defendants concerning his employment, discrimination allegations, and request for disability accommodations.
- Plaintiff's claims against Defendants related to his employee benefits under ERISA.
- Plaintiff's claims against Defendants pertaining to alleged breach of duties, conspiracy, fraudulent inducement, and interference with his employment and benefits.

### III. STATEMENT OF FACTS

The Plaintiff, with over two decades of professional expertise in the realm of information technology and affiliated fields, commenced a full-time remote position as a Senior DevOps Engineer in August 2021. The offer letter, collaboratively drafted by both Defendants' TriNet HR XI, Inc. (TriNet) and Switchboard Technology Labs, Inc. (Switchboard), stipulated that TriNet, acting as a Professional Employer Organization (PEO), would stand as the employer of record, overseeing payroll, benefits, and HR services, while the Plaintiff's work assignments would be directed by Switchboard.

The Plaintiff received consistent praise for his adept skills and performance in the complex role demanding fluency across multiple programming languages, rapidly evolving tools, and emerging blockchain solutions—the core components of Switchboard's business. On or around November 8, the Plaintiff began experiencing brain fog and fatigue, impairing both his work and daily activities. He promptly scheduled a visit with his medical provider, resulting in a diagnosis of a moderate episode of recurrent major depressive disorder and anxiety on November 12<sup>1</sup>. Following his diagnosis, the Plaintiff reached out to his Switchboard managers on November 15, requesting accommodations and inclusion of TriNet in the dialogue.

Switchboard managers organized a meeting with the Plaintiff, stating the intent was to discuss accommodations. However, instead of engaging in an interactive process to ascertain reasonable accommodations, they presented a document laden with several unfounded allegations regarding the Plaintiff's past work performance and ethics—concerns that had never been raised before. They proceeded to verbally harass the Plaintiff during this meeting.

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<sup>1</sup> This diagnosis was later revised in 2023 that the symptoms were suspected at least in part to be secondary to a neurological condition.

1 Additionally, the managers had already listed what they deemed to be accommodations they  
2 could provide, alongside a series of projects to be completed by week's end. They mandated  
3 the Plaintiff to sign the document in agreement with its contents; failing which, they would  
4 assert that their pre-determined accommodations presented an undue hardship and burden.

5 During the meeting, Plaintiff continued to request to involve TriNet, but his  
6 Switchboard managers stated that they had no reason or obligation to be involved. Plaintiff  
7 refused to sign the agreement, stating that he needed time to review the document and make a  
8 determination. This frustrated his Switchboard managers who questioned plaintiff's  
9 commitment, repeatedly stating that it was a simple yes or no answer, and that it didn't seem  
10 like he could provide a straightforward answer. Eventually his Switchboard managers relented  
11 and told him that they would give him approximately a couple hours to make a decision  
12 before they reconnected. The plaintiff was in significant distress after the call.

13 Roughly a couple of hours post-meeting, the Plaintiff emailed his Switchboard  
14 managers, reiterating his belief that TriNet should be involved in the discussions due to their  
15 role in administering benefits and being his employer. Given the unreasonable demands posed  
16 by Switchboard, which he believed would challenge even a non-disabled individual, he stated  
17 that he felt it was best to consider filing for short-term disability, especially since they were  
18 unwilling to involve TriNet. However, his primary aim was to have TriNet involved in the  
19 discussions, given their extensive network and the designation in the offer letter that they  
20 would provide HR services, which could have facilitated a proper accommodations process,  
21 especially as Switchboard lacked any in-house HR personnel. In response, his Switchboard  
22 managers notified him of the termination of his employment which would be effective at the  
23 end of the following business day.

1 Upon experiencing discriminatory treatment, the Plaintiff promptly contacted TriNet,  
2 expressing his belief of being discriminated against and requested their intervention for  
3 providing accommodations. Later that night, amidst growing distress that was hindering even  
4 his ability to sleep, the Plaintiff preemptively sought to secure copies of all the ERISA  
5 documents from TriNet HR XI, Inc., citing 29 U.S.C § 1024(b)(4) as outlined in his TriNet  
6 HR XI, Inc. Summary Plan Description, and additionally requested a copy of the short-term  
7 disability claim form, ahead of receiving a response from TriNet regarding his discrimination  
8 concerns.

9 The following day prior to his effective termination, TriNet first provided the Plaintiff  
10 with copies of the Summary of Benefit Coverage and Carrier Certificates for both short-term  
11 and long-term disability from Hartford Life and Accident Insurance Company, Inc.  
12 (Hartford), even though the Plaintiff was also enrolled in dental, vision, life, and AD&D  
13 benefits through TriNet HR XI, Inc.. This was the first time these plan documents were made  
14 available to the Plaintiff. The TriNet HR XI, Inc. Summary Plan Description did not list  
15 Hartford as the insurer, nor did it adequately define any exclusions and limitations for the  
16 disability benefits<sup>2</sup>.

17 TriNet then responded to the Plaintiff's initial complaint of discrimination and  
18 requests for accommodation, stating that Switchboard was the employer, that they were  
19 referring the matter back to his Switchboard managers, and that it was not in their scope of  
20 services to provide guidance on the matter. Plaintiff continued to dispute the matter with  
21 Switchboard, ensuring TriNet was included in the communications, emphasizing his belief  
22 that TriNet should be involved as his employer.

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23 <sup>2</sup> Plaintiff argues that these are requirements under 29 CFR § 2520.102-3, and so that participants fully  
24 understand their benefits. Plaintiff's STD enrollment stated it would provide 50% of his pay, but Hartford's plan  
25 claimed a maximum weekly benefit, limiting his STD benefits to approximately 35% of his pay.

1 Despite his persistent inquiries, TriNet remained silent, which Plaintiff alleges was  
2 part of an intentional effort to obscure the true nature of the employment arrangement.  
3 Similarly, Switchboard had multiple opportunities to clarify TriNet's involvement, yet they  
4 also failed to, which, as alleged by the Plaintiff, was a deliberate act intended to mislead him.  
5 The lack of clarity from both parties exacerbated the confusion surrounding the employment  
6 dynamics, hindering the Plaintiff's understanding of who his actual employer was. Even  
7 before his employment, he sensed ambiguity but could not decipher it due to the alleged  
8 intentional collusion and withholding of vital information by both entities. Amidst this  
9 confusion, the Plaintiff proceeded to timely file for his group short-term disability benefits  
10 through Hartford.

11 Switchboard provided the Plaintiff with a separation agreement, which he later signed  
12 while distressed, amid ongoing confusion fueled by the continued misinformation provided  
13 by both TriNet and Switchboard about his employer and TriNet's responsibilities. The  
14 Plaintiff contends that Switchboard later breached this agreement on multiple occasions. He  
15 believes he was fraudulently induced to sign the agreement due to the ongoing collusion and  
16 conspiracy between Switchboard and TriNet, which misled him about TriNet's obligations.  
17 Had he been aware of TriNet's duty, which they intentionally concealed by asserting that they  
18 had no obligation to him, he would not have signed the separation agreement. TriNet's  
19 involvement could have facilitated a proper process and the provision of reasonable  
20 accommodations.

21 In January 2022, the Plaintiff had reviewed his onboarding paperwork, earnings  
22 statements, tax forms, and other benefit documents. He determined that TriNet HR XI, Inc.  
23 was his employer and was required to have engaged in the accommodations request, a fact

1 both Switchboard and TriNet had denied and, as alleged by Plaintiff, intentionally misled him  
2 about. Furthermore, TriNet HR XI, Inc. was not a party to the separation agreement, and  
3 filing a claim with the Equal Employment Opportunity Commission (EEOC) or Washington  
4 State Human Rights Commission (WSHRC) was specifically listed as being excluded from  
5 the agreement. On January 5, 2022, the Plaintiff proceeded to file a complaint with the  
6 WSHRC, alleging discrimination due to disability against TriNet HR XI, Inc. as his employer.  
7 The commission also filed the complaint with the EEOC in tandem but retained investigative  
8 functions per an interagency working agreement.

9         Prior to and after filing the complaint, Hartford continued to notify the Plaintiff's  
10 treating providers that TriNet HR XI, Inc. was Plaintiff's employer and that they may be able  
11 to accommodate restrictions and help him return to work. Plaintiff sent numerous reminders  
12 that he had been terminated and also requested that Hartford contact TriNet HR XI, Inc. to see  
13 if they could accommodate his disability and help him return to work, and inquired about the  
14 rehabilitation program listed in his plan documents. Plaintiff also sent several notices to  
15 Hartford stating that he believed he still had not received all the information required to be  
16 provided under 29 U.S.C § 1024(b)(4) and requested those documents verbatim.

17         In April 2022, Hartford denied the Plaintiff's continued benefits, asserting that he was  
18 no longer disabled per the plan, and issued an ERISA appeal notice. As part of the denial of  
19 his claim, he obtained a copy of the claim file. The Plaintiff initiated the appeals process and  
20 also filed for long-term disability benefits within the specified timeframe.

21         Unknown to the Plaintiff at the time, but found later on upon reviewing the claim files,  
22 he discovered that in the claim file, it showed that TriNet HR XI, Inc. had previously emailed  
23 one of the plaintiff's Switchboard managers, Chris Hermida (CEO), to complete a Job



1 Analysis Worksheet for Hartford to support the Short-Term Disability (STD) claim filed by  
2 the Plaintiff. Instead of completing the Job Analysis Worksheet, Mr. Hermida emailed a copy  
3 of the confidential separation agreement to Hartford, explicitly stating that he didn't believe  
4 the Plaintiff was eligible for benefits.

5 However, these benefits were outside the scope of the agreement and were, in fact,  
6 provided by TriNet HR XI, Inc., a non-party to the agreement, under the TriNet HR XI, Inc.  
7 Employee Benefit Plan. Additionally, despite having no legitimate reason to do so, TriNet  
8 continued to keep Mr. Hermida informed about the status of the Plaintiff's benefits.

9 Hartford denied the plaintiff's claim for long-term disability benefits in August 2022,  
10 stating that he was filing for disability benefits for conditions that were pre-existing, although  
11 he never listed those conditions or claimed they were disabling in his claim. He had been  
12 reviewing requirements for insurers and employee benefit plans under ERISA and found that  
13 the Washington State Insurance Fair Conduct Act (IFCA) would prohibit such unreasonable  
14 denials and believed such claims could be exempt from preemption under the Savings Clause  
15 of ERISA. He sent a notice to Hartford and copied the Washington State Insurance  
16 Commissioner as required by IFCA to try to resolve the issue. However, Hartford did not take  
17 such notice seriously and did not attempt to resolve the matter. In November 2022, after what  
18 the plaintiff contends were multiple violations of ERISA by Hartford, the benefits were  
19 reinstated. However, the IFCA notice was meant for damages surrounding the unreasonable  
20 denials and not meant to be for the denied benefits.

21 On November 9, 2022, attorneys from Fisher & Phillips, LLP reached out to the  
22 plaintiff, stating that they were representing TriNet HR XI, Inc. regarding the charge of  
23 discrimination before the WSHRC. Additionally, they acknowledged that the Plaintiff had

1 been continuously reaching out to TriNet HR XI, Inc., as the plan administrator, requesting  
2 copies of all required documents under 29 U.S.C § 1024(b)(4), and they demanded that he  
3 stop doing so. The Plaintiff responded, citing his initial request sent on November 18, 2021.

4 On December 27, 2022, TriNet HR XI, Inc. provided its official written response to  
5 the WSHRC (Washington State Human Rights Commission) complaint (Brad Erhart v. TriNet  
6 HR XI, Inc.). In TriNet HR XI, Inc.'s response, they claimed that TriNet never employed the  
7 Plaintiff and that the Plaintiff never worked for TriNet. Instead, they claimed that Plaintiff  
8 exclusively worked for Switchboard. Furthermore, they claimed that Mr. Erhart contractually  
9 released TriNet from any and all liability in his charge in exchange for valuable consideration.  
10 They attached a copy of the Switchboard separation agreement, which was another breach of  
11 the confidentiality section of the agreement by Switchboard.

12 TriNet HR XI, Inc. was not a party to the agreement and the complaint was also a  
13 retained right under the terms of the agreement. TriNet HR XI, Inc. also falsely claimed that  
14 TriNet did not receive any accommodation request from Mr. Erhart and that Mr. Erhart had no  
15 contact or interaction with any representative of TriNet during these alleged events and no  
16 representative of TriNet made or implemented any decision concerning his request or  
17 termination.

18 The plaintiff continued working with the WSHRC investigator and sent documents  
19 like the TriNet HR XI, Inc. Summary Plan Description, earnings statements, W-2's, W-4's,  
20 etc. all listing TriNet HR XI, Inc. as his employer. Also, Plaintiff found that the short-term  
21 and long-term group disability plans, that Plaintiff paid after-tax premiums for and had been  
22 receiving benefits under, listed in their plan documents that benefit eligibility and the

1 amendatory riders were conditioned upon Plaintiff being a full-time employee of TriNet HR  
2 XI, Inc. working for and in TriNet HR XI, Inc's usual course of business.

3 Because TriNet HR XI, Inc. was claiming to have never been the Plaintiff's employer  
4 and that he never worked for them, the Plaintiff began notifying Hartford that he thought it  
5 was possible that TriNet HR XI, Inc. had engaged in employer insurance fraud by obtaining  
6 the policies, offering and providing benefits to participants under a single-employer ERISA  
7 plan, but later claiming the participants did not work for them and that they were not the  
8 employer.

9 Further, he had been communicating with TriNet HR XI, Inc's attorneys because he  
10 still did not believe that TriNet HR XI, Inc. had provided the required information under 29  
11 U.S.C § 1024(b)(4). They confirmed this on February 3, 2023 when for the first time they  
12 provided copies of the Hartford policy itself and the Summary Annual Report for the TriNet  
13 HR XI, Inc. Employee Benefit Plan. Plaintiff had also noted that, although he admittedly paid  
14 contributions for his long-term group disability benefits, Hartford had sent him a separate  
15 certificate for a non-contributory LTD plan, under which he was paid and which provided a  
16 greater benefit percentage.

17 The Plaintiff made several attempts to notify both TriNet and Hartford of the  
18 discrepancy. Despite this, Hartford continued to assert that the plans didn't need to match, as  
19 they had noted in Plaintiff's disability claim file. However, a few weeks after filing a  
20 complaint with the Washington State Insurance Commissioner regarding TriNet's denial of  
21 being the Plaintiff's employer, Hartford notified the Plaintiff on March 15, 2023 that they  
22 were claiming an overpayment because TriNet (asserting they were the Plaintiff's employer)  
23 had informed them of mistakenly assigning the Plaintiff to the wrong benefit plan.

1 Unexpectedly, Hartford also sent a short-term disability payment notice (although no  
2 payment was received by the Plaintiff). It was later discovered that Hartford withheld what  
3 they termed as an underpayment for short-term disability benefits to recover the alleged  
4 long-term disability overpayment. This was despite the fact that the short-term and long-term  
5 disability benefits were under different plans. Additionally, Hartford never sent an adverse  
6 benefit notice regarding the withheld short-term disability benefits.

7 The Plaintiff raised several issues with Hartford. First, he did not understand how they  
8 could continue to administer the plan and apply the riders while TriNet HR XI, Inc. denied  
9 being the Plaintiff's employer, claiming that the Plaintiff never worked for them. He  
10 questioned why he was not offered and eligible for the non-contributory benefits since they  
11 provided a greater benefit percentage without requiring contributions. He also highlighted the  
12 issue of fiduciary duty, as TriNet HR XI, Inc. was continually informed about the plan under  
13 which the Plaintiff was being paid from the inception. Almost a year later, they wanted to  
14 claim a large overpayment. Additionally, Hartford, as claims fiduciary, did not perform their  
15 diligence as required under the Employee Retirement Income Security Act (ERISA) and  
16 failed to send an adverse benefit notice for the withheld short-term disability benefits.

17 On March 27, 2023, Hartford responded stating that it was their understanding that the  
18 Plaintiff was employed by Switchboard during the relevant timeframe, and that Switchboard  
19 was a client company of TriNet. Hartford claimed that as a Professional Employer  
20 Organization (PEO), one service that TriNet provides in its capacity as a PEO is to administer  
21 employee benefits, including serving as the policyholder for group disability insurance, which  
22 is made available to cover employees of client company employers. And they stated that for

1 purposes in its role as the policyholder, TriNet is considered to be a co-employer of client  
2 company employees.

3 Hartford failed to acknowledge or address several underlying issues. These issues  
4 include how such an arrangement could align with policy definitions and requirements, why  
5 Switchboard was not listed in any policy documents, and how they could continue to assert  
6 that such a plan is an ERISA plan. Furthermore, they continuously sent notices to the  
7 plaintiff's providers listing TriNet HR XI, Inc. as the employer, stating that they may be able  
8 to accommodate the restrictions and assist the plaintiff in returning to work.

9 In May 2023, the investigator with the WSHRC, Riley Wessels, informed the Plaintiff  
10 that despite the investigator's repeated requests to TriNet HR XI, Inc. attorneys for the PEO  
11 contract, they had failed to provide it even though they stated they would. He also informed  
12 the plaintiff that it wouldn't matter, because even with the evidence showing TriNet HR XI,  
13 Inc. was his employer and a non-party to the separation agreement, and that such claim was  
14 explicitly excluded from the agreement, the commission had determined that their hands were  
15 tied because TriNet had provided a copy of the separation agreement from Switchboard, and  
16 the commission was not in a position to evaluate the legality of this agreement. This left the  
17 Plaintiff with the only option of requesting a Right to Sue Letter and seeking remedy through  
18 the court.

19 On July 3, 2023, the Plaintiff received a Right to Sue letter from the EEOC in his  
20 charge against TriNet HR XI, Inc. One of the initial issues the Plaintiff identified was the  
21 determination of whether TriNet HR XI, Inc. could act solely as the employer for tax  
22 purposes and under ERISA, specifically regarding employee welfare benefit plans, given the

1 absence of a pension benefit offer<sup>3</sup>. Additionally, in both their Summary Plan Description  
 2 (SPD) and Form 5500 filings, TriNet HR XI, Inc. identified their plan as a single-employer  
 3 plan.

4 The Plaintiff argues that to be considered an employer under ERISA, TriNet HR XI,  
 5 Inc. must also be recognized as a common-law employer subject to EEO statutes under the  
 6 ADA. This stance aligns with that of the EEOC, as detailed in multiple EEOC guides, notably  
 7 in *Section 2 Threshold Issues* [EEOC Compliance Manual, (2000, May 12), U.S. Equal  
 8 Employment Opportunity Commission]. This section accurately references *Nationwide*  
 9 *Mutual Insurance Co. v. Darden*, 503 U.S. 318, 323-24 (1992), stating verbatim, “in *Darden*,  
 10 the Court adopted the ‘common law test’ for determining who qualifies as an ‘employee’  
 11 under the Employee Retirement Income Security Act of 1974 (ERISA). The *Darden* rationale  
 12 applies under the EEO statutes because the ERISA definition of ‘employee’ is identical to that  
 13 in Title VII, the ADEA, and the ADA. This test is used to determine whether an individual is  
 14 an independent contractor or an employee, and whether an individual is employed by a  
 15 particular entity.”

16 Moreover, by designating their employee benefit plan as a single-employer plan in  
 17 their SPD and Form 5500, as opposed to a multiple employer plan, the Plaintiff contends that  
 18 TriNet HR XI, Inc. has claimed not only to be an employer of the Plaintiff but the sole  
 19 employer. This acknowledgement of employer status is also reflected in the *2021 Annual*  
 20 *Report (Form 10-K)* [TriNet Group Inc., (2022), Risk Factors, United States Securities and

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21 <sup>3</sup>The Department of Labor (DOL) enacted 29 CFR § 2510.3-55, concerning multiple employer pension  
 22 benefit plans. TriNet HR XI, Inc. does not claim their plan as a multiple employer plan; instead, they assert it as  
 23 a single-employer plan. The safe harbor criteria mentioned in 29 CFR § 2510.3-55 includes provisions for  
 24 substantial employment functions of Professional Employer Organizations (PEOs), which, in the plaintiff's view,  
 25 ensures that a PEO also qualifies as a joint employer for the purposes of Equal Employment Opportunity (EEO)  
 26 statutes. However, the plaintiff posits that, according to the most recent EEOC guidance, the EEO statutes must  
 27 apply to an employer under ERISA concerning employee welfare benefit plans.

1 Exchange Commission], where it's noted, "the DOL has indicated that while it agrees that we  
2 are an employer for ERISA purposes, it believes that wherever there is more than one  
3 employer of a WSE, no employer may qualify as a single employer for ERISA purposes."

4 Given that TriNet HR XI, Inc. has already identified itself as the single-employer  
5 under ERISA, the Plaintiff argues that no further determination is necessary regarding their  
6 employer status under the EEO statutes, and more specifically relating to the ADA.  
7 According to EEOC directives, they are one and the same. Moreover, TriNet made explicit  
8 promises to the Plaintiff concerning his employment status and benefits. The Plaintiff, having  
9 reasonably relied on these promises while accepting the position, experienced injury  
10 following TriNet's failure to honor these commitments. Consequently, it is argued that TriNet  
11 should also be held liable under a theory of promissory estoppel.

12 In addition, the IRS has previously expressed concerns regarding TriNet's business  
13 practices, as evidenced by their announcement of nonacquiescence following the ruling made  
14 by the Eleventh Circuit Court in *TriNet Group, Inc. v. United States of America*, 979 F.3d  
15 1311 (11th Cir. 2020). In this case, TriNet argued they had control over the payment of wages  
16 and were therefore the statutory employer. The unusual step taken by the IRS in announcing  
17 nonacquiescence is believed to suggest significant concerns regarding TriNet's stance based  
18 on previous claims.

19 Furthermore, there have been instances, as noted in their Form 10-K and observed in  
20 various online legal filings and complaints, where TriNet has claimed to be the employer or  
21 not, depending on their liability. Through TriNet's statements made to the WSHRC, which are  
22 contended to fall under 18 U.S.C. Section 1001, it is demonstrated that despite TriNet's  
23 efforts to gain recognition for PEOs as legitimate entities, and their partial success as a

1 company, in this particular instance, the plaintiff argues that TriNet HR XI, Inc. has not acted  
2 in a legitimate manner.

3 TriNet's official response to the complaint filed with the Washington State Human  
4 Rights Commission (WSHRC) contains many false and misleading claims. Instead of  
5 claiming their role as the plaintiff's employer merely for tax and benefit purposes, they  
6 broadly denied employing the plaintiff or that he ever worked for them. The plaintiff argues  
7 that TriNet HR XI, Inc. took this stance to evade liability, even though this contradicts their  
8 own insurance policy requirements. Additionally, TriNet made further false statements by  
9 denying receipt of any accommodation request from Mr. Erhart, stating Mr. Erhart had no  
10 contact or interaction with any representative of TriNet during the alleged events, and  
11 misrepresenting the terms and parties of the separation agreement.

12 The plaintiff alleges that Switchboard and TriNet coordinated efforts to conceal  
13 TriNet's liability as his employer under the ADA and other employment laws. This alleged  
14 coordination led to intentional misrepresentations about their relationship, with TriNet  
15 denying involvement in response to the plaintiff's accommodation requests. This is evidenced  
16 by both TriNet's and Switchboard's responses prior to the plaintiff's termination, as well as  
17 TriNet's filing with the WSHRC. Furthermore, the plaintiff alleges that the PEO contract,  
18 initially denied pre-employment, will further unveil improper and unlawful agreements that  
19 Switchboard and TriNet concocted regarding liability, and which he was misled about even  
20 prior to accepting employment.

21 Lastly, despite TriNet HR XI, Inc. owing a fiduciary duty to the plaintiff under  
22 ERISA, it is argued that TriNet HR XI, Inc. permitted Switchboard to interfere with the  
23 benefits selection process. Specifically, it is alleged that Switchboard was allowed to



inappropriately choose which TriNet HR XI, Inc. benefits to offer to the plaintiff based on cost considerations to Switchboard, instead of TriNet providing the plaintiff with all the benefits he was eligible for under the plan, such as the non-contributory disability coverage.

#### IV. STATEMENT OF CLAIMS

A. Claim 1: Discrimination in Violation of the ADA by TriNet HR XI, Inc.

Plaintiff alleges that Defendant TriNet HR XI, Inc. violated the Americans with Disabilities Act (ADA) by discriminating against him on the basis of disability.

Specifically, Plaintiff claims that:

- He is a qualified individual with a disability under the ADA based on medical diagnoses that caused fatigue and impaired his mental ability, which negatively impacted his work and other major life activities due to the highly demanding nature of his occupation.
- As outlined in the offer letter, TriNet HR XI, Inc. was his employer of record and handled payroll, benefits, and HR services.
- TriNet HR XI, Inc. had notice of Plaintiff's disabilities and his requests for reasonable accommodations.
- TriNet HR XI, Inc. failed to engage in the interactive process upon Plaintiff's accommodation requests.
- As an employer with an extensive national footprint, TriNet HR XI, Inc. had several options available for reasonably accommodating Plaintiff including reassignment.
- However, TriNet HR XI, Inc. refused to address Plaintiff's requests for accommodations, deflecting responsibility entirely to Switchboard.

- Plaintiff suffered an adverse employment action when he was terminated shortly after requesting disability accommodations.
- In its position statement to the EEOC, TriNet HR XI, Inc. falsely denied being Plaintiff's employer or having any involvement in his accommodation requests or termination.
- TriNet HR XI, Inc. acted with deliberate indifference by failing to address Plaintiff's multiple requests for accommodation in violation of the ADA.

B. Claim 2: Breach of Contract by Switchboard Technology Labs, Inc.

Plaintiff entered into a Separation and General Release Agreement ("Agreement") with Defendant Switchboard Technology Labs, Inc. on November 22, 2021, while under distress from alleged harassment, discrimination, and misrepresentation over the identity of his employer.

Plaintiff alleges Switchboard breached the Agreement by:

- Providing a copy of the confidential Agreement to Hartford along with misrepresenting the terms and parties, and making it a part of the claim file.
- Providing a copy of the confidential Agreement to TriNet HR XI, Inc., who subsequently included it in their response to the WSHRC complaint, resulting in public disclosure.
- Requiring Plaintiff to sign the Agreement before the stipulated 10 day review period expired, in breach of the written term providing Plaintiff 10 days to review the Agreement before signing.

C. Claim 3: Civil Conspiracy and Fraudulent Inducement by TriNet HR XI, Inc. and Switchboard Technology Labs, Inc.

Plaintiff alleges Defendants engaged in a civil conspiracy intended to interfere with Plaintiff's rights under the Americans with Disabilities Act (ADA) and other employment-related laws; and to fraudulently induce Plaintiff into the separation agreement and other employer-related agreements.

This is evidenced by their joint actions including:

- Concealing the contents of the PEO contract which was improperly coordinated between TriNet and Switchboard as part of their efforts to unlawfully shield TriNet as Plaintiff's employer from liability.
- Intentionally hiding key facts regarding Defendants' improper coordination and misrepresenting pertinent information to induce Plaintiff's employment and employment agreements.
- Colluding to mislead Plaintiff regarding TriNet's obligations as employer to induce the separation agreement.
- TriNet's false statements in response to the WSHRC complaint designed to continue misrepresenting the employment relationship and illegally interfere with the investigation.

D. Claim 4: Failure to provide ERISA documents under 29 U.S.C. § 1132(c)(1) by TriNet HR XI, Inc.

On November 18, 2021, Plaintiff made a written request to TriNet HR XI, Inc., the plan administrator, for copies of all documents required to be provided under 29 U.S.C. § 1024(b)(4), including the latest updated summary plan description, the latest annual report,

1 insurance policies, collective bargaining agreements, and other instruments under which the  
2 plan was established or operated.

3 Plaintiff alleges that TriNet HR XI, Inc.:

- 4 ● Failed to provide all the requested documents within 30 days as required under  
5 29 U.S.C. § 1024(b)(4) and 29 U.S.C. § 1132(c)(1).
- 6 ● Did not provide some requested documents until February 3, 2023, over 14  
7 months after the initial request.
- 8 ● Still has potentially not provided Plaintiff all applicable instruments under  
9 which the plan is established or operated as of the filing of this complaint.

10 E. Claim 5: Breach of Fiduciary Duty by TriNet HR XI, Inc. and Hartford Life and  
11 Accident Insurance Company, Inc.

12 TriNet HR XI, Inc. as the plan administrator and plan sponsor, and Hartford Life and  
13 Accident Insurance Company, Inc. as the designated claims fiduciary for disability benefits,  
14 owed fiduciary duties to Plaintiff under 29 U.S.C. § 1104. These fiduciary duties required  
15 Defendants to act solely in the interests of and for the exclusive purpose of providing benefits  
16 to participants and their beneficiaries. In addition, they were required to carry out their duties  
17 with care, skill, prudence and diligence that a prudent fiduciary familiar with such matters  
18 would employ.

19 TriNet HR XI, Inc. breached its fiduciary duties by:

- 20 ● Allowing Switchboard to control the selection of TriNet HR XI, Inc. benefits  
21 based on Switchboard's costs rather than TriNet offering all benefits Plaintiff  
22 was eligible for under the plan terms.

- Failing to craft plan documents that fully informed participants of the insurers, and the benefits limitations and exclusions.
- Assigning Plaintiff to an alleged incorrect disability insurance plan and failing to promptly address inconsistencies.

Hartford breached its duties by:

- Failing to properly investigate and evaluate Plaintiff's benefits claims consistent with the terms of the plan.
- Failing to provide timely and adequate adverse benefit determination notices as required by ERISA.

#### **V. RELIEF**

WHEREFORE, Plaintiff respectfully requests that this court enter a judgment in his favor and against Defendant TriNet HR XI, Inc. in regards to Claim 1 as follows:

1. Backpay, in an amount to be determined by a jury, excluding any offsets for disability benefits (however if Hartford intends to argue that they are entitled to said offsets then without any exclusions);
2. Reinstatement to a position with equivalent pay and status, or another suitable position as reasonable accommodation, or, in the alternative, front pay in an amount to be determined by a jury.
3. Punitive damages, in an amount to be determined by a jury;
4. Compensatory damages, including emotional distress, in an amount to be determined by a jury;

5. Reasonable accommodations going forward if reinstated, such as assistive technology, job restructuring, reassignment, or other accommodations as necessary.

6. Court costs and fees; and

7. Any other relief the court deems appropriate.

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment in his favor and against Defendant Switchboard Technology Labs, Inc. in regards to Claim 2 as follows:

1. Revocation of the separation agreement provided by Switchboard in its entirety, and an order declaring the agreement null and void.
2. In the alternative, revocation and voiding of the separation agreement's terms to the maximum extent and in the most favorable manner to Plaintiff, as deemed appropriate by the Court.
3. Punitive damages, in an amount to be determined by a jury, for Switchboard's willful breaches of contract;
4. Court costs and fees; and
5. Any other relief that the Court deems appropriate.

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment in his favor and against Defendants' TriNet HR XI, Inc. and Switchboard Technology Labs, Inc. in regards to Claim 3 as follows:

1. A declaration that TriNet HR XI, Inc. and Switchboard Technology Labs, Inc. engaged in a civil conspiracy to unlawfully interfere with Plaintiff's rights under the ADA;

2. A declaration that TriNet HR XI, Inc. provided false statements to a government agency to unlawfully interfere with an employee's rights under the ADA;
3. Rescission or revocation of the separation agreement provided by Switchboard, and an order that Switchboard is not entitled to any recoupment under the agreement;
4. Construction of any relevant agreements in a manner that is most favorable to Plaintiff, including rescission of any terms that would prohibit the plaintiff from proceeding before the court and their rights to a jury trial;
5. Compensatory damages, in an amount to be determined by a jury;
6. Punitive damages, in an amount to be determined by a jury for Defendants' intentional misconduct;
7. Court costs and fees; and
8. Any other relief that the Court deems appropriate.

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment in his favor and against Defendant TriNet HR XI, Inc. in regards to Claim 4 as follows:

1. Statutory damages in the amount of \$110 per day for each day that Defendant violated ERISA per 29 U.S.C. § 1132(c)(1), plus prejudgement interest at the applicable rate from the date of violation to the date of judgment;
2. Other equitable relief and fines as the Court deems appropriate; and
3. Court costs and fees.

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment in his favor and against Defendant TriNet HR XI, Inc. in regards to Claim 5 as follows:

1. An order requiring Defendant to restore to Plaintiff all benefits that he would have otherwise been entitled to had Defendant not allowed Switchboard to interfere in determining what benefits to offer and provide to Plaintiff;
2. An order requiring Defendant to interpret the plan terms in a manner most favorable to Plaintiff due to the contents not complying with the requirements under 29 CFR § 2520.102-3;
3. Monetary damages in the amount of the lost benefits that Plaintiff would have otherwise been entitled to, plus prejudgment interest at the applicable rate from the date of the violation to the date of judgment, in an amount to be determined by a jury;
4. Compensatory damages, in an amount to be determined by a jury;
5. Court costs and fees; and
6. Other equitable relief and fines as the Court deems appropriate.

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment in his favor and against Defendant Hartford Life Insurance Company, Inc. in regards to Claim 5 as follows:

1. An order pursuant to ERISA 502(a)(3) barring Hartford from recovering the alleged long-term disability benefits overpayment from Plaintiff.
2. An order contingent on the relief against TriNet requiring Hartford to pay Plaintiff any disability benefits unlawfully withheld, plus prejudgment interest, under appropriate plan terms as determined by the Court.
3. Compensatory and punitive damages, in an amount to be determined by a jury.
4. Court costs and fees; and



5. Other equitable relief and fines as the Court deems appropriate.

## VI. CERTIFICATION AND CLOSING

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

DATED this 29th day of September, 2023.



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